

EXHIBIT 2

Declaration of Stephen Fairfax

UNITED STATES DISTRICT COURT**DISTRICT OF NEVADA**

SWITCH, LTD.,
a Nevada limited liability company,

Plaintiff,

vs.

STEPHEN FAIRFAX; MTECHNOLOGY, INC.;
DOES 1 through 10; and ROE ENTITIES 11
through 20, inclusive,

Defendants.

Case No.: 2:17-cv-2651

**DECLARATION OF STEPHEN FAIRFAX
IN SUPPORT OF DEFENDANTS' MOTION
TO DISMISS**

I, STEPHEN FAIRFAX, declare:

1. I am over 18 years of age and have never been convicted of a crime involving fraud or dishonesty. I have first-hand knowledge of the facts set forth herein, and if called as a witness could and would testify competently thereto.

2. Individually, I am a Defendant in this matter.

3. I am the President of MTechnology, Inc. ("MTech"), another Defendant in this suit.

4. I make this declaration in my individual capacity and on behalf of MTech.

5. I first toured a data center in 1973. I have performed calculations of data center reliability professionally since 1994.

6. In 2011, MTech was asked by eBay Inc. to calculate the reliability of a data center owned by Plaintiff Switch, Ltd. ("Plaintiff" or "Switch").

1 7. In May 2011, I toured Plaintiff's data center facility as part of the work
2 requested by eBay on behalf of MTech.

3 8. Prior to touring Plaintiff's facility, MTech entered into a non-disclosure
4 agreement with Plaintiff. A true and correct copy of this agreement is found at
5 Doc. No. 1-1 at 28-29.

6 9. MTech was the other party to this agreement, and I signed the
7 agreement in my capacity as President of MTech.

8 10. During the 2011 eBay engagement, Plaintiff refused to provide any
9 technical documents to MTech. As a result of this refusal, MTech was unable to
10 complete the task requested by eBay, which resulted in a loss of income to
11 MTech.

12 11. In 2015, MTech entered into another non-disclosure agreement with
13 Plaintiff because eBay again requested that MTech calculate the reliability of a
14 different data center. A true and correct copy of this agreement is found at Doc.
15 No. 1-1 at 36-37.

16 12. MTech was the other party to the 2015 agreement, and I signed the
17 agreement in my capacity as President of MTech.

18 13. The anticipated tour of Plaintiff's facility in 2015 never occurred.
19 Plaintiff refused to cooperate with eBay and MTech regarding the tour, and so
20 eBay issued a stop-work order to MTech. This again result in a loss of income to
21 MTech.

22 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the
23 foregoing is true and correct.

24 Executed on: 11/1/2017

DocuSigned by:

Stephen Fairfax

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Stephen Fairfax